

REQUEST FOR ACTION

MEETING DATE: 11/07/2005

DEPARTMENT ID NUMBER: IS 05-008

| | |
|---|---------------------------------|
| Council/Agency Meeting Held: _____ Deferred/Continued to: _____ <input type="checkbox"/> Approved <input type="checkbox"/> Conditionally Approved <input type="checkbox"/> Denied | _____ City Clerk's Signature |
| Council Meeting Date: 11/7/05 | Department ID Number: IS 05-008 |

**CITY OF HUNTINGTON BEACH
REQUEST FOR CITY COUNCIL ACTION****SUBMITTED TO:** HONORABLE MAYOR CITY COUNCIL MEMBERS**SUBMITTED BY:** *Penelope Culbreth Graft*
PENELOPE CULBRETH-GRAFT, CITY ADMINISTRATOR**PREPARED BY:** Jack Marshall, Director of Information Services *JM***SUBJECT:** Execution of contract with Tatum CIO Partners, LLP for IS Master Plan project

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CITY CLERK
CITY OF
HUNTINGTON BEACH

| |
|--|
| Statement of Issue, Funding Source, Recommended Action, Alternative Action(s), Analysis, Environmental Status, Attachment(s) |
|--|

Statement of Issue:

To develop a master technology plan for the City, staff is recommending a contract (attachment 1) with Tatum CIO Partners, LLP.

Funding Source:

Current funding for this contract is available in FY 05/06 budget in Business Unit 10042101, object 69315.

Recommended Action:

Approve and authorize execution by the Mayor and City Clerk of the contract between Tatum CIO Partners, LLP and the City of Huntington Beach.

Alternative Action(s):

Do not approve the execution of contract between Tatum CIO Partners, LLP and the City of Huntington Beach and direct staff accordingly.

Analysis:

Please note this request for Council action was originally submitted for the July 18, 2005 Council meeting but was postponed to this later date. The original contract is in the City Clerks Office and attached is a copy of the original. The technology master plan will develop a comprehensive assessment and build a master plan for the Information Services Department that encompasses goals, objectives, and a vision of long-term strategies that will maximize the operational efficiency and effectiveness of both Information Services and the User Groups.

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REQUEST FOR ACTION

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Analysis (continued):

Selection Process:

1. The Information Services Task Force is a committee comprised of several department heads that was assigned the task to define and develop a strategic plan for the Information Services Department. Goals were defined and the RFP was developed to hire professional support services for a complete master plan for Information Services.
2. The City received six proposals from vendors for evaluation by the committee and Information Services staff. A group of eight technical staff and six department heads evaluated all proposals. From this, two of the proposals were selected for final interviews.
3. The Task Force interviewed the final two firms and recommended Tatum CIO Partners, LLP to develop the IS Master Plan.
4. A negotiation team comprised of Purchasing, Information Services (IS), City Attorney's Office, and the Committee Chair working with Tatum CIO Partners, LLP developed the attached contract (attachment 1), based on the agreed scope of work.
5. The scope of work includes:
 - a. Information Services Assessment – A complete review and identification of all technologies, framework, base systems, applications, network, and technology practices in use at the City. This review shall also include an assessment of the Information Services Department structure, staffing levels, and budget.
 - b. Recommendations – With the information obtained in task "a" of this scope of work, the Consultant will review and analyze the findings. The City then expects the Consultant to formulate these findings into recommendations to the Director of Information Services and to the City Administrator.
 - c. Information Services Master Plan (ISMP) – Upon completion of tasks "a" and "b," the Consultant is required to develop a chronologically phased and priority-based Information Services master plan for the next five years.

Environmental Status:

N/A

Attachment(s):

| City Clerk's Page Number | No. | Description |
|-----------------------------|-----|---|
| | 1. | Contract between Tatum CIO Partners, LLP and the City of Huntington Beach |
| | 2. | Insurance Waiver |
| | 3. | Professional Service Contracts Purchasing Certification |

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E-1.3

ATTACHMENT #1

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**PROFESSIONAL SERVICES CONTRACT BETWEEN THE CITY OF HUNTINGTON
BEACH AND TATUM CIO PARTNERS, LLP FOR CONDUCTING AN
INFORMATION SERVICES ASSESSMENT AND DEVELOPMENT OF AN
INFORMATION SERVICES MASTER PLAN**

THIS AGREEMENT (this "Agreement") is made and entered into by and between the City of Huntington Beach, a municipal corporation of the State of California, hereinafter referred to as "CITY," and Tatum CIO Partners, LLP, a Limited Liability Partnership of the State of Georgia, hereinafter referred to as "CONSULTANT."

WHEREAS, CITY desires to engage the services of a consultant to conduct an Information Services Assessment and develop an Information Services Master Plan; and

Pursuant to documentation on file in the office of the City Clerk, the provisions of the Huntington Beach Municipal Code, Chapter 3.03, relating to procurement of professional service contracts have been complied with in respect of such engagement; and

CONSULTANT has been selected to perform these services,

NOW, THEREFORE, it is agreed by CITY and CONSULTANT as follows:

1. SCOPE OF SERVICES

CONSULTANT shall provide all services as described in Exhibit "A," Proposal for Information Services Assessment & Master Plan, dated January 27, 2005, which is attached hereto and incorporated into this Agreement by this reference. These services shall sometimes hereinafter be referred to as the "PROJECT." All work required hereunder shall be performed in a good and workmanlike manner.

CONSULTANT hereby designates its partner Steve San Marchi to represent it and be its primary contact and agent in communications with CITY during the performance of this Agreement.

Neither CONSULTANT nor any of its partners, including, without limitation, San Marchi, will be or serve as the chief information officer, an employee, a manager, any other officer, or an executive of CITY. Accordingly, CITY will not give or require any of CONSULTANT's partners to use the title "Chief Financial Officer" or any other title that suggests such individual is an officer, executive, employee, or manager of CITY, and CONSULTANT's partners will have no authority or control over the employees of CITY. CONSULTANT's partners may not sign any documents on behalf of CITY, including but not limited to checks and other means of payment, governmental filings, contracts, or representations and warranties on behalf of CITY.

CONSULTANT reserves the right to assign other of its partners to the PROJECT if and when Mr. San Marchi become unavailable due to death, disability, or resignation from CONSULTANT.

2. CITY STAFF ASSISTANCE

CITY shall assign a staff coordinator to work directly with CONSULTANT in the performance of this Agreement. CITY acknowledges that CONSULTANT's success in performing the services depends on the participation, cooperation, and support of CITY's most senior management. This estimated project schedule described in Exhibit II of Exhibit A attached hereto describes the steps necessary to conduct a technology assessment and prepare an Information Services Master Plan for CITY.

3. TERM; TIME OF PERFORMANCE

The services of CONSULTANT are to commence as soon as practicable after the execution of this Agreement (the "Commencement Date"). This Agreement shall automatically terminate three (3) years from the Commencement Date, unless extended or sooner terminated as provided herein. All tasks specified in Exhibit "A" shall be completed no later than six months from the Commencement Date. This six-month period may be extended with the written permission of the CITY. The time for performance of the individual tasks identified in Exhibit "A" are generally to be as shown in Exhibit "A." As with any project, there are required tasks that must be accomplished within specific time frames to ensure a successful implementation. Failure by CITY to meet specified target dates will delay CONSULTANT's implementation. This schedule may be amended to benefit the PROJECT if mutually agreed to in writing by CITY and CONSULTANT.

4. COMPENSATION

In consideration of the performance of the services described herein, CITY agrees to pay CONSULTANT on a time and materials basis at the rates specified in Exhibit "B," which is attached hereto and incorporated by reference into this Agreement, a fee, including all costs and expenses, not to exceed One Hundred Forty-eight Thousand Three Hundred Fifty Dollars (\$148,350).

5. EXTRA WORK

In the event CITY requires additional services not included in Exhibit "A" or changes in the scope of services described in Exhibit "A," CONSULTANT will undertake such work only after receiving written authorization from CITY. Additional compensation for such extra work shall be allowed only if the prior written approval of CITY is obtained.

6. METHOD OF PAYMENT

CONSULTANT shall be paid pursuant to the terms of Exhibit "B."

7. DISPOSITION OF PLANS, ESTIMATES AND OTHER DOCUMENTS

CONSULTANT agrees that title to all materials prepared hereunder, including, without limitation, all original drawings, designs, reports, both field and office notices,

calculations, computer code, language, data or programs, maps, memoranda, letters and other documents, shall belong to CITY, and CONSULTANT shall turn these materials over to CITY upon expiration or termination of this Agreement or upon PROJECT completion, whichever shall occur first. These materials may be used for any lawful purpose CITY sees fit.

8. LIMITATION OF LIABILITY

A. As a condition for recovery of any liability, CITY must give CONSULTANT written notice of the alleged basis for liability within thirty (30) days of discovering the circumstances giving rise thereto, in order that CONSULTANT will have the opportunity to investigate in a timely manner and, where possible, correct or rectify the alleged basis for liability. In any event, CITY must assert any claim against CONSULTANT within three (3) months after discovery or sixty (60) days after the termination or expiration of this Agreement, whichever is earlier.

B. CONSULTANT will not be liable in any event for incidental, consequential, punitive, or special damages, including without limitation, any interruption of business or loss of business, profit, or goodwill.

9. HOLD HARMLESS

CONSULTANT hereby agrees to protect, defend, indemnify and hold harmless CITY, its officers, elected or appointed officials, employees, agents and volunteers from and against any and all claims, damages, losses, expenses, judgments, demands and defense costs (including, without limitation, costs and fees of litigation of every nature or liability of any kind or nature) arising out of or in connection with any personal injury, death, or physical property damage caused by CONSULTANT's (or CONSULTANT's subcontractors, if any) negligent performance of this Agreement. CONSULTANT will conduct all defense at its sole cost. This indemnity shall apply to all such claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as limitation upon the amount of indemnification for such claims and liability to be provided by CONSULTANT.

10. PROFESSIONAL LIABILITY INSURANCE

CONSULTANT shall obtain and furnish to CITY a professional liability insurance policy covering the work performed by it hereunder. This policy shall provide coverage for CONSULTANT's professional liability in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence and in the aggregate. The above-mentioned insurance shall not contain a self-insured retention, "deductible" or any other similar form of limitation on the required coverage except with the express written consent of CITY. A claims-made policy shall be acceptable if the policy further provides that:

- A. The policy retroactive date coincides with or precedes the initiation of the scope of work (including subsequent policies purchased as renewals or replacements).

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- B. CONSULTANT shall notify CITY of circumstances or incidents that might give rise to future claims.

CONSULTANT will make every effort to maintain similar insurance during the required extended period of coverage following PROJECT completion. If insurance is terminated for any reason, CONSULTANT agrees to purchase an extended reporting provision of at least two (2) years to report claims arising from work performed in connection with this Agreement.

11. CERTIFICATE OF INSURANCE

Prior to commencing performance of the work hereunder, CONSULTANT shall furnish to CITY a certificate of insurance subject to approval of the City Attorney, not to be unreasonably withheld, evidencing the foregoing insurance coverage as required by this Agreement; the certificate shall:

- A. provide the name and policy number of each carrier and policy;
- B. state that the policy is currently in force; and
- C. promise that such policy shall not be suspended, voided or canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice; however, ten (10) days' prior written notice in the event of cancellation for nonpayment of premium.

CONSULTANT shall maintain the foregoing insurance coverage in force until the work under this Agreement is fully completed and accepted by CITY.

The requirement for carrying the foregoing insurance coverage shall not derogate from CONSULTANT's defense, hold harmless and indemnification obligations as set forth in this Agreement. CITY or its representative shall at all times have the right to demand the original or a copy of the policy of insurance. CONSULTANT shall pay, in a prompt and timely manner, the premiums on the insurance hereinabove required.

12. INDEPENDENT CONTRACTOR

CONSULTANT is, and shall be, acting at all times in the performance of this Agreement as an independent contractor herein and not as an employee of CITY. CONSULTANT shall secure at its own cost and expense, and be responsible for any and all payment of all taxes, social security, state disability insurance compensation, unemployment compensation and other payroll deductions for CONSULTANT and its officers, agents and employees and all business licenses, if any, in connection with the PROJECT and/or the services to be performed hereunder.

13. AUTHORITY; NO CONFLICTS

Each party represents and warrants to the other as follows:

- a) that it has all requisite power and authority, partnership, legal or otherwise, to execute, deliver and perform its obligations under this Agreement; and
- b) that neither the execution and delivery of, the performance by it of its obligations under this Agreement, nor the consummation of the transactions contemplated by this Agreement, will (i) violate, conflict with or result in the breach of, any applicable statute, rule, ordinance, or regulation or (iii) violate, conflict with, result in the breach of or constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) under any commitment, contract, license, sales commitment or other instrument or oral understanding to which such party is a party.

14. TERMINATION OF AGREEMENT

CITY or CONSULTANT may terminate with fourteen (14) days' written notice CONSULTANT's services hereunder at any time with or without cause, and whether or not the PROJECT is fully complete. Any termination of this Agreement by CITY shall be made in writing, notice of which shall be delivered to both CITY and CONSULTANT as provided herein. In the event of termination, all finished and unfinished documents, exhibits, report, and evidence shall, at the option of CITY, become its property and shall be promptly delivered to it by CONSULTANT. All CONSULTANT'S professional fees and incurred expenses through the date of termination shall be paid by the CITY upon invoice by CONSULTANT.

15. ASSIGNMENT AND DELEGATION

This Agreement is a personal service contract and the work hereunder shall not be assigned, delegated or subcontracted by the CITY or CONSULTANT to any other person or entity without the prior express written consent of both parties. If an assignment, delegation or subcontract is approved, all approved assignees, delegates and subconsultants must satisfy the insurance requirements as set forth in Sections 10 and 11 hereinabove.

16. COPYRIGHTS/PATENTS

CITY shall own all rights to any patent or copyright on any work, item or material produced as a result of this Agreement.

17. CITY EMPLOYEES AND OFFICIALS

CONSULTANT shall employ/compensate no CITY official nor any regular CITY employee in the work performed pursuant to this Agreement. No officer or employee of CITY shall have any financial interest in this Agreement in violation of Sections 1090 *et. seq.* of the *California Government Code*.

18. FORCE MAJEURE

Neither party will be liable for any delay or failure to perform under this Agreement (other than with respect to payment obligations) if and to the extent such delay or failure is a result of an act of God, war, earthquake, civil disobedience, court order, labor dispute, or other cause beyond such party's reasonable control.

19. NOTICES

Any notices, certificates, or other communications hereunder shall be in writing to CONSULTANT's agent (as designated in Section 1 hereinabove) or to CITY as the situation shall warrant to the address specified below, and shall be deemed given, delivered and received for all purposes as of (i) that date so delivered, if delivered personally; (ii) on the date of receipt or refusal indicated on the return receipt, if sent by registered or certified mail, return receipt requested, postage and charges prepaid and properly addressed; or (iii) on the date of receipt if sent by an internationally recognized air courier, to the address set forth on the signature page of this Agreement, as may be amended by the parties by written notice. CITY and CONSULTANT may designate different addresses and agents by notifying the other party in the manner set forth above.

TO CITY:

City of Huntington Beach
ATTN: Director of Information Services
2000 Main Street
Huntington Beach, CA 92648

TO CONSULTANT:

Tatum CIO Partners, LLP
Attention: Mr. Steve San Marchi

2040 MAIN STREET
9th FLOOR
IRVINE, CA. 92614

20. CONSENT

When either party's consent, approval, or waiver is required or given under this Agreement, its consent, approval, or waiver, for one transaction or event shall not be deemed to be a consent, approval, or waiver to any subsequent occurrence of the same or any other transaction or event.

21. MODIFICATION

No waiver or modification of any language in this Agreement shall be valid unless in writing and duly executed by both parties.

22. SECTION HEADINGS

The titles, captions, section, paragraph and subject headings, and descriptive phrases at the beginning of the various sections in this Agreement are merely descriptive and are included solely for convenience of reference only and are not representative of matters included or excluded from such provisions, and do not interpret, define, limit or describe, or construe the

intent of the parties or affect the construction or interpretation of any provision of this Agreement.

23. INTERPRETATION OF THIS AGREEMENT

The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the parties. If any provision of this Agreement is held by an arbitrator or court of competent jurisdiction to be unenforceable, void, illegal or invalid, such holding shall not invalidate or affect the remaining covenants and provisions of this Agreement. No covenant or provision shall be deemed dependent upon any other unless so expressly provided here. As used in this Agreement, the masculine or neuter gender and singular or plural number shall be deemed to include the other whenever the context so indicates or requires. Nothing contained herein shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between any provision contained herein and any present or future statute, law, ordinance or regulation contrary to which the parties have no right to contract, then the latter shall prevail, and the provision of this Agreement which is hereby affected shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law.

24. DUPLICATE ORIGINAL

The original of this Agreement and one or more copies hereto have been prepared and signed in counterparts as duplicate originals, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original. Each duplicate original shall be deemed an original instrument as against any party who has signed it.

25. IMMIGRATION

CONSULTANT shall be responsible for full compliance with the immigration and naturalization laws of the United States and shall, in particular, comply with the provisions of the United States Code regarding employment verification.

26. LEGAL SERVICES SUBCONTRACTING PROHIBITED

CONSULTANT and CITY agree that CITY is not liable for payment of any subcontractor work involving legal services, and that such legal services are expressly outside the scope of services contemplated hereunder. CONSULTANT understands that pursuant to Huntington Beach City Charter Section 309, the City Attorney is the exclusive legal counsel for CITY; and CITY shall not be liable for payment of any legal services expenses incurred by CONSULTANT.

27. HIRING PARTNER OF CONSULTANT OUTSIDE OF AGREEMENT

The parties recognize and agree that CONSULTANT is responsible for introducing Steve San Marchi and any other partner of CONSULTANT engaged in the PROJECT to CITY. Therefore, if, at any time during the twelve (12)-month period following the

termination or expiration of this agreement, CITY employs any of such partners of CONSULTANT or engages any of such partners as an independent contractor (other than in connection with another agreement with CONSULTANT) to render services similar to those that such partner will be rendering pursuant to this agreement, CONSULTANT will be entitled to receive as a placement fee an amount equal to twenty-five percent (25%) of the Annualized Compensation (as defined below). The amount will be due and payable to CONSULTANT upon written demand to CITY. For this purpose, "Annualized Compensation" will mean with respect to a particular partner of CONSULTANT assigned to the PROJECT daily fees multiplied by two hundred sixty (260) (5 days X 52 weeks).

28. ATTORNEY'S FEES

In the event suit is brought by either party to construe, interpret and/or enforce the terms and/or provisions of this Agreement or to secure the performance hereof, each party shall bear its own attorney's fees, such that the prevailing party shall not be entitled to recover its attorney's fees from the nonprevailing party.

29. SURVIVAL

Terms and conditions of this Agreement, which by their sense and context survive the expiration or termination of this Agreement, including, without limitation, payment of compensation, limitation of liability, indemnity and reimbursement of costs and expenses shall so survive.

30. GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of the State of California.

31. ENTIRETY

The parties acknowledge and agree that they are entering into this Agreement freely and voluntarily following extensive arm's length negotiation, and that each has had the opportunity to consult with legal counsel prior to executing this Agreement. The parties also acknowledge and agree that no representations, inducements, promises, agreements or warranties, oral or otherwise, have been made by that party or anyone acting on that party's behalf, which are not embodied in this Agreement, and that that party has not executed this Agreement in reliance on any representation, inducement, promise, agreement, warranty, fact or circumstance not expressly set forth in this Agreement. This Agreement, and the attached exhibits, contain the entire agreement between the parties respecting the subject matter of this Agreement, and supersedes all prior understandings and agreements whether oral or in writing between the parties respecting the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their authorized officers on _____, 2005.

CONSULTANT:
TATUM CIO PARTNERS, LLP:

CITY OF HUNTINGTON BEACH,
a municipal corporation of the State of
California

Stephen W. San Marchi
By: Stephen W. San Marchi 6/20/05
Its: Engagement Partner

Mayor

AND

City Clerk

Tim McCracken
By: Tim McCracken
Its: Vice Chairman and National Practice Leader

APPROVED AS TO FORM:

Jennifer M. Gault
City Attorney

REVIEWED AND APPROVED:

Levelyn Cullum
City Administrator

INITIATED AND APPROVED:

B. Daniel 6/17/05
Director of Information Services

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Exhibit A

TASK 1 – INFORMATION SERVICES ASSESSMENT

A complete review and identification of all technologies, framework, base systems, applications, network, and technology practices in use at the City is required. This review shall also include an assessment of the Information Services Department structure, staffing levels and budgets.

1. Conduct a review of existing information services (IS) at the City including a review of the following:
 - a. Department structure and staffing
 - b. Department budgets (operational and capital)
 - c. Department governance
 - d. Department and City policies
 - e. Project management practices
2. Establish a complete physical and logic inventory of information services at the City, including systems, networks, applications, security, etc.
3. Conduct a technical assessment of current information services relative to technologies used, cost-effectiveness, deficiencies, and potential for consolidation, improvement, or replacement.
4. Identify existing and planned information services projects.
5. By priority, identify the information services needing the most significant focus.

The following questions represent some of the areas that should be included in the fact finding:

- Does the current technology in use effectively and efficiently address the City's needs now and in the future?
- Is technology integrated and utilized effectively? If not what are the obstacles?
- Is the City using industry standards and if not, what are the trade-offs?
- Are adequate documentation, back up, security, and disaster recovery measures in place?
- Are procedures and management systems in place to facilitate a focus on technology goals (master plan) and are controls in place to maintain the City standards and technology goals?
- Is the line between centralized and decentralized decision-making regarding technology issues clear and appropriate?
- Is the ISD adequately structured and staffed to meet the City's information technology needs?
- Are ISD budgets adequately structured to meet current and future information services needs for the City?
- Are the current staff resources being utilized optimally to meet user needs?
- Does staff have the training and background to meet organizational needs?
- Are decisions regarding use of outside support appropriate and responsive to customer needs and need for efficiency?

Exhibit A

- Are system users adequately trained and aware of technology resources and capabilities?
- A special assessment of the operability and functions of the Utiligy and City View software

Task 1 Deliverable: The assessment should be comprehensive and detailed. At a minimum, it should include listings of all hardware, software (including versions), network equipment, and servers. The delivered electronic version of the assessment should have the ability to sort on any field and by the user/business unit. Documentation of the results should be provided in both paper and electronic format using Microsoft Office format.

| Table 1: Partners Task Activity (\$58,200) | |
|---|---------------------|
| • Work Step 1: Review City's Use of Technology (total \$13,800) | Six weeks (total) |
| ○ Conduct Project Initiation Workshops (\$4,200) | |
| ○ Identify Technology Needs (surveys & questionnaires) (\$6,000) | |
| ○ Conduct Interview with management and Key customers (\$3,600) | |
| ○ Consultants Identify Potential Critical Success Factors (?) | |
| • Work Step 2: Review Current Technology Systems (total \$16,800) | Four to Seven weeks |
| ○ Review IS Policies & Procedures (\$1,200) | |
| ○ Meet with current IS staff & management (\$7,200) | |
| ○ Develop understanding of desktop environment (\$1,200) | |
| ○ Work with IS staff to develop technology inventory (\$7,200) | |
| • Work Step 3: Develop Resource Requirements (total \$27,600) | Six to Nine weeks |
| ○ Develop Findings & Observations (\$12,000) | |
| ○ Develop List of Technology Needs (\$1,200) | |
| ○ Contact Other Cities (\$1,200) | |
| ○ Prepare Other City Info (\$1,200) | |
| ○ Prepare for Prioritization & Prelim. Assessment Workshop (\$7,200) | |
| ○ Conduct Workshop & Estimate Resources (\$4,800) | |

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Exhibit A

TASK 2. RECOMMENDATIONS

With the information obtained in Task 1 of this SOW, the consultant will review and analyze the findings. The City then expects the consultant to formulate these findings into recommendations made to the Director of Information Services and the City Administrator in an initial review process. The review process will take place in one or more meetings with appropriate materials provided by the consultant to facilitate a working discussion and interchange of ideas.

The objective in Task 2 is for the consultant to offer his/her recommendations and to determine the best systems, technologies and processes, in an effort to eliminate or minimize the potential for technological obsolescence, identify lower cost strategies, eliminate unnecessary redundancies and inefficiencies, and develop a strategy that is consistent with the City's needs and best practices from both the public and private sectors. Benchmarks should include other agencies of similar size and complexity and should also provide budget comparisons. Recommendations on the Utiligy and Cityview software must be provided in a phase I review.

The recommendations should be based on a comprehensive consideration of the technology, business processes, and practical implementation including costs.

Task 2 Deliverable: The Consultant should deliver the working materials in paper form and in electronic format in MS Word, PowerPoint, Project, and/or Excel formats.

| Datum Partners Task/Activity | |
|---|--|
| • Work step 4: Review Potential Technology Strategies | Eight to Eleven weeks (total \$43,800) |
| o Define Impact of High Priority Needs | (\$24,000) |
| o Develop Recommendations | (\$10,200) |
| o Conduct Workshop to Present Prelim. Recommendations | (\$4,800) |
| o Prepare Recom. Doc. | (\$4,800) |

Exhibit A

TASK 3. INFORMATION SERVICES MASTER PLAN (ISMP)

Upon completion of tasks 1 and 2, the consultant is required to develop a chronologically phased and priority-based information services master plan for the next five years. The following are relevant requirements.

1. Identify information services needs and priorities for significant replacement over the next five years
2. Identify potential opportunities to consolidate information services
3. Prepare a recommended order for implementation of specific information services

The ISMP should provide an in-depth discussion covering the following topics:

1. Systems, networks, and applications
2. Training, staffing, and support requirements. This should consider the needs of both the IS staff and the entire user community.
3. Budget and schedule requirements with realistic implementation schedules for any major projects that are proposed. Consideration should be given to the fact that the City operates on a two-year budget cycle. Recommendations for funding sources should also be provided if applicable.
4. Establishment or revision to existing standards for software, hardware, and training.
5. Security and continuity services and requirements.

The strategic plan will be approved and adopted at all levels up to and including the City Council.

Task 3 Deliverable: A draft version of the strategic plan shall be delivered to the City in Microsoft Word format in both paper and electronic forms. Copies of the draft plan will be distributed to appropriate City staff as required. Suggested changes to the plan, if any, will be provided after a review period of three weeks. The Consultant will consider changes to the strategic plan and submit the final release version also in Microsoft Word format. The Consultant will also prepare and jointly present the strategic plan in meetings to the staff and the City Council.

| Tatum Partners Task/Activity | |
|--|-------------------|
| • Work step 5: Prepare ISMP weeks (total \$35,850) | Twelve to Sixteen |
| o Finalize Recommendations (\$19,050) | |

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Exhibit A

| |
|---|
| o Develop Presentation (\$9,600) |
| o Make Presentation to City Team (\$3,600) |
| o Make Changes to Plan (?) |
| o Present ISMP to City Administrator & City Council (\$3,600) |

Exhibit A

APPENDIX A – HUNTINGTON BEACH COMPUTER SERVICES LIST

| Systems | Vendor/description | Comments |
|--------------------------------------|--|------------------------------------|
| Business License | CityView | |
| Desktop Computers | Dell Optiplex GX240 Windows 2000, Microsoft Office 2000 | 1000 clients |
| E-Mail | Microsoft Exchange 5.5 | 800 clients |
| Firewalls, IDS | Cisco PIX | |
| Community Services | Trapeze Safari Recware | 5 clients 25 clients |
| Content filtering | Websense | |
| ERP | JDEdwards EnterpriseOne Xe | 250 clients |
| Imaging | Pending | |
| Internet service provider | Genuity | |
| Legacy system | UNISYS V Series 460 mainframe | |
| Network switches, routers | Cisco | |
| Permit System | CityView | |
| Servers | Dell hardware; Microsoft Server 2000 and NT4 | Over 100 servers |
| Thin Client Computing | Citrix | 300 clients |
| Time and Attendance | Kronos | 1000 clients |
| Utility billing | Utiligy 2.5 PayPoint 2.3 Interop 4.06 | 40 clients 7 clients 3 users |
| Internet | Apache/Windows 2000 | Public |
| Intranet | IIS/Windows 2000 | 1000 |
| Library Cataloging System | Geac/Pending new infrastructure | Public 200 internal desktops |
| Virus Protection | Symantec Enterprise Central, Tumbleweed | |
| Wireless Communication (cell phones) | Nextel, Verizon, Cingular | |
| Wireline Telephone Systems | Nortel | 17 PBXs, 1000 phones |

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Exhibit A

| Systems | Vendor/description | Comments |
|---|-----------------------------------|--|
| Graphic Information Services | | |
| | ArcGIS | Approximately 400 clients |
| | ArcIMS | |
| | Map Objects | |
| | Visual Studio Net | |
| | SQL Server | |
| | AutoCAD | |
| PUBLIC SAFETY INFORMATION SYSTEMS | | |
| CAD Analyst, ADAM | Deccan | Fire Dept S/W: Positioning analysis |
| Telestaff | PDSI | Fire Dept S/W: Staffing/Scheduling |
| Firehouse | Visionary Systems | Fire Dept S/W: RMS |
| HazMat-SI | Envirosoft | Fire Dept S/W: Hazardous Materials db |
| HazMat-SI Reporting | In-House | Fire Dept S/W: HazMat Reports |
| FireMed Pro | Recognition Solutions | Fire Dept S/W: Incident Data for FireMed program |
| Oil Well | In-House | Fire Dept S/W: Oil well db |
| Fire Permits | In-House | Fire Dept S/W: Track permits |
| CAD/RMS | Currently Geac – Intergraph, 2005 | Police Computer Aided Dispatch / Records Management System / Automated Field Reporting |
| Jail Booking | Imagis | Jail System and Automated Facial Recognition System |
| 911 | Verizon | Ani/Al |
| Elite | Motorola | Voice Radio Interface |
| Security System | ABM / Honeywell | |
| Access Control | Northern Computers / Honeywell | |
| Dispatch Radio and Phone Recording System | Dictaphone | |
| Jail Video Camera Recording | Honeywell / Ademco Video | Digitally record 74 cameras located in jail |
| Livescan Fingerprint System | Identix / DOJ | Fingerprint capture and send |

Exhibit A

| | | |
|---|----------------------|--|
| | | arrestee fingerprint data to DOJ For positively ID |
| Emergency Public Notification System | Teleminster | Broadcast emergency phone messages to selected sections of the City |
| Patrol / Investigations Digital Recording System | Olympus / Dictaphone | Manage digital recordings taken in the field – interviews, reports, etc. |
| Federal, State, Regional Database Access | ELETE | Access to DOJ, DMV, Criminal History, Stolen Property, etc |
| Staffing / Scheduling | Speedshift | Patrol and Traffic Scheduling |
| Training Management System | TMS | POST compatible |
| Traffic Accident | Crossroads | CHP compliant |
| CSI Digital Photographic Evidence Management System | Mideo | |
| Voice Radios | Motorola | 1000 radios – Police, Fire, Public Works, Lifeguards – maint. By HB Radio Shop |
| Mobile Data Computers | Motorola | 90 – Police – maint. By HB Radio Shop |
| 19.2 Kb Wireless Network | Motorola | Mobile Data Computer Network – maint. By HB Radio Shop |
| High-Speed Wireless LAN | Motorola | Mobile Data Computer – maint. By HB Radio Shop |
| Countywide Trunked 800 MHz Voice Radio System | Motorola | Maintained by County of Orange and Motorola |

Exhibit A

APPENDIX A (continued) HUNTINGTON BEACH DATA NETWORK

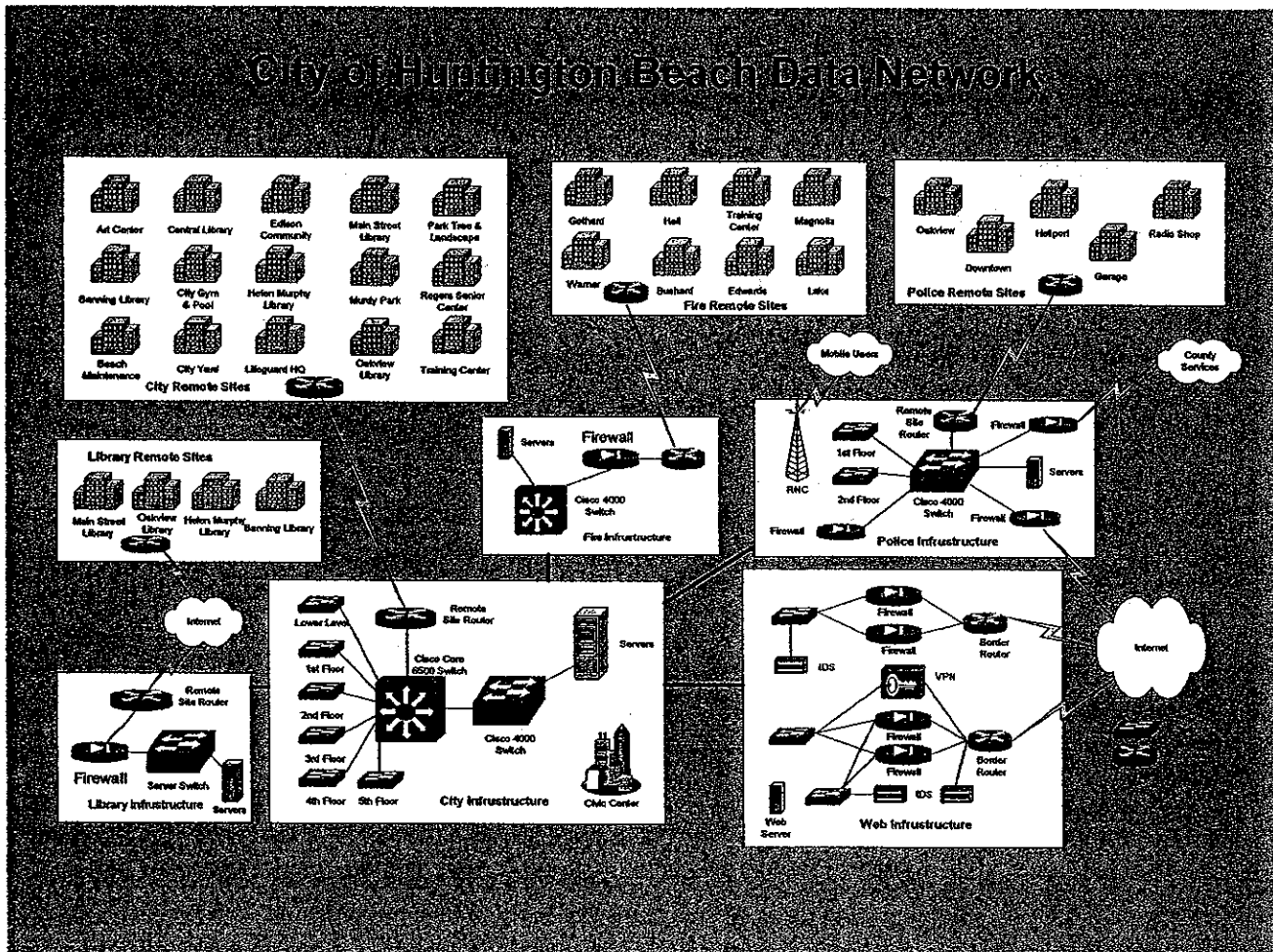
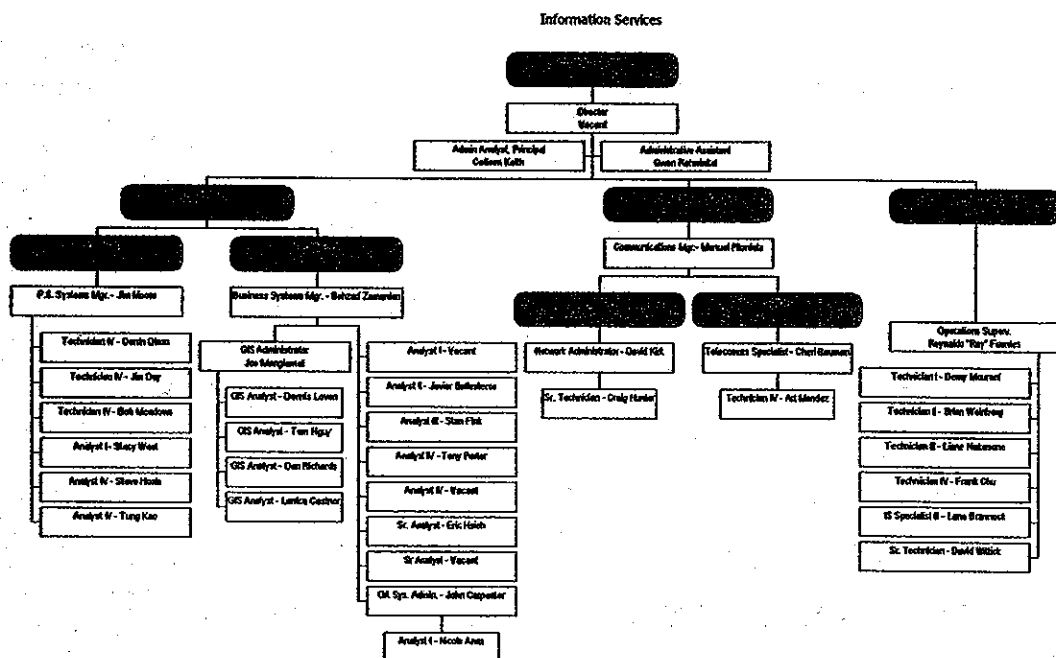


Exhibit A

APPENDIX B - INFORMATION SERVICES ORGANIZATIONAL CHART



E-7.22

EXHIBIT "B"

Payment Schedule (Hourly Payment)

A. Hourly Rate

CONSULTANT'S fees for such services shall be based upon the following hourly rate and cost schedule: Hourly rate of \$150.00 or \$1,200.00 per day of professional services not to exceed \$137,850. Expenses will be billed as actually incurred and not to exceed \$10,500. Total of all fees and expenses are not to exceed one hundred forty eight thousand, three hundred fifty dollars (\$148,350).

B. Travel

1. Charges for time during travel are normally not reimbursable and will only be paid if such time is actually used in performing services for CITY or as otherwise arranged with CITY.
2. As CITY sometimes uses consultants that are outside of the nearest metropolitan area, CITY is very conscious of travel costs. Subject to agreement otherwise, CONSULTANT will be held to charging no professional service fees on travel time to or from Huntington Beach, but will be allowed to charge actual travel expenses.

C. Billing

1. All billing shall be done bi-weekly in hourly increments and matched to an appropriate breakdown of the time that was taken to perform that work and who performed it.

Minimum billing charges are unacceptable. CONSULTANT shall only charge for actual time spent.

2. Each month's bill should include a total to date. That total should provide, at a glance, the total fees and costs incurred to date for the case or matter.
3. CITY appreciates when CONSULTANT has researched an issue previously and uses that research on the present case. CITY has retained CONSULTANT because of its past experience. CONSULTANT shall not charge CITY for work it has done and billed another client for in the past.
4. During the course of the Project, Consultant will be preparing specific deliverables and associated efforts. Each of these deliverables will be presented to appropriate City staff and management. Consultant is prepared to make reasonable, requested changes. Appendix A of Exhibit B presents each identified deliverable and effort, along with estimated professional billing amounts.
5. CONSULTANT shall submit to CITY an invoice for each bi-weekly payment due. Such invoice shall:

EXHIBIT "B"

Payment Schedule (Hourly Payment)

- A) Reference this Agreement;
- B) Summarize the services performed;
- C) Show the amount of professional time and fees by major task, work step, and deliverable/effort as identified in the Appendix for Exhibit B;
- D) Show the total amount of the payment due;
- E) Include a certification by a principal member of CONSULTANT's firm that the work has been performed in accordance with the provisions of this Agreement; and
- F) For all payments include an estimate of the percentage of work completed by major task, work step, and deliverable/effort as identified in the Appendix for Exhibit B.
- G) The total invoiced amounts for each deliverable shall not exceed the total billing amount for the deliverables of each of the 3 main tasks. The amount paid out for each of the 3 main tasks shall be managed by both the City and Consultant to assure a reasonable relationship between invoices and percentage of deliverables completed.

Upon submission of any such invoice, CITY agrees that the total professional fees for the entire Project will be the overall amount the CONSULTANT will manage towards; that actual fees may vary among major Tasks; and if CITY is satisfied that CONSULTANT is making satisfactory progress toward completion of tasks in accordance with this Agreement, CITY shall approve the invoice, in which event payment shall be made electronically within ten (10) days of receipt of the invoice by CITY. Such approval shall not be unreasonably withheld. If CITY does not approve an invoice, CITY shall notify CONSULTANT in writing of the reasons for non-approval and the schedule of performance set forth in Exhibit "A" may at the option of CITY be suspended until the parties agree that past performance by CONSULTANT is in, or has been brought into compliance, or until this Agreement has expired or is terminated as provided herein.

10. Any billings for extra work or additional services authorized in advance and in writing by CITY shall be invoiced separately to CITY. Such invoice shall contain all of the information required above, and in addition shall list the hours expended and hourly rate charged for such time. Such invoices shall be approved by CITY if the work performed is in accordance with the extra work or additional services requested, and if CITY is satisfied that the statement of hours worked and costs incurred is accurate. Such approval shall not be unreasonably withheld. Any dispute between the parties concerning payment of such an invoice shall be treated as separate and apart from the ongoing performance of the remainder of this Agreement.

E-7.24

EXHIBIT "B"

Payment Schedule (Hourly Payment)

Appendix

CONSULTANT has proposed as shown in Exhibit A and the City with this AGREEMENT as accepted the proposal. Contained within the Proposal are certain major tasks and associated work steps. Each major task and work step identifies certain deliverables from or by CONSULTANT. As shown in the Proposal, CONSULTANT understands the City desires a phased approach, which consists of three (3) major tasks, identified as:

1. Information Services Assessment
2. Recommendations
3. Information Services Master Plan (ISMP)

TASK 1 – Information Services Assessment consists of a complete review of how the City's information services and technology are delivered to staff and the public (all referred to as customers). The objectives for Task 1 will be to:

- Identify all City technologies (including public safety) related to infrastructure (i.e. computer hardware, communication technology, operating systems, networks, documentation, back up, security, disaster recovery etc.), application software, and technology practices (including a complete physical and logical inventory).
- Identify and review all existing and planned information services' projects by priority (especially Utility and City View).
- Review Information Services policies, procedures, and practices related to its goal: to maximize the operating efficiency and effectiveness of its technology environment by developing, implementing, and maintaining solutions that provide secure, reliable, and timely collection, storage, access, and transmission of information.
- Review the City's Master Plan and Mission Statement to ensure that Information Services is prepared to meet both the short and longer-term needs of the City.
- Review Information Services Departmental structure, staffing levels, budgets (operational and capital), governance, policies and project management practices as to how this relates to its delivery of services today and in the future.
- Assess the effectiveness of Information Services in delivering technology and support to its customers.

TASK 2 – Recommendations will utilize the data and information obtained in Task 1 to develop specific recommendations. In accomplishment of this task, the CONSULTANT will formulate specific findings, which will be reviewed with the Director of Information Services and City Executive Team. This review will be conducted prior to the development of recommendations. The review's objective will be to insure nothing of major importance has been missed during the assessment task and to insure that the CONSULTANT understands the City's technology needs and issues. Once agreement is obtained related to the findings, our consultants will prepare preliminary recommendations toward the Task 2 objective: determine the best systems, technologies, and processes to eliminate or minimize the potential for technological obsolescence, identify lower cost strategies, eliminate unnecessary redundancies and

EXHIBIT "B"

Payment Schedule (Hourly Payment)

inefficiencies, and develop a strategy that is consistent with the City's needs and best practices from both the public and private sectors. Specific sub-objectives included within this Task are:

- Benchmarks related to what other pertinent cities and agencies are spending for similar technologies – i.e. what other similar cities are doing with information technology
- Recommendations specifically related to the City's Utiligy and Cityview implementations (i.e. how well do these systems achieve the needs of the City and what should be done for improvement and delivery of services)

TASK 3 – Information Services Master Plan (ISMP) should form the basis for the foreseeable future use of technology within the City. The Plan should be priority based and chronologically phased, but must include a methodology that will effectively insure its flexibility and responsiveness to changing budgets, needs, and technologies.

Specific objectives for Task 3 include:

- Projected life span for current City technologies and systems
- Recommended system and related technology infrastructure replacement based upon service needs and priorities
- Identification of potential consolidation of information service opportunities
- Recommended timeframe for implementation of the recommendations

The ISMP will cover the following topics:

1. Systems, networks and applications for the City
2. Training, staffing and support requirements (both IS staff and user community)
3. Budget and schedule requirements with realistic implementation time frames
4. Standards for software, hardware, training and service levels
5. Security and business continuity requirements

Task III deliverables will include a report of assessment/findings as they relate to each of the previously mentioned Tasks and the ISMP. Specific additional deliverables will consist of:

- Comprehensive listing of all City technology hardware, software (including versions), network equipment, and servers in electronic format with the ability to sort on any field and by the user/business unit. The listing will be based upon information provided by the City.
- All documents being delivered in paper and electronic format using MS Office products

EXHIBIT "B"

Payment Schedule (Hourly Payment)

Identification of Specific Project Deliverables & Efforts

Note: A deliverable is something that the City can physically see or experience, while anything identified as a "deliverable/effort" is a preparation effort for a specific deliverable.

Task 1, Work Step 1 Deliverables & Efforts (Billing Amount: \$58,200):

- *[Deliverable 1]* Conduct Project Initiation Workshops – two or three conducted during one day; each will present the same material with the intent to maximize the number of City staff who can attend. (Estimated Billing Amount: \$4,200)
- *[Deliverable 2]* Interviews with management & key customers; plus identification of potential, critical success factors and key decisions that could have a major impact on the review (Estimated Billing Amount: \$3,600)
- *[Deliverable/effort 3]* Technology needs (presented in Work Step 3) organized by departmental and functional area. (This output will be utilized for prioritizing in Work Step III) (Estimated Billing Amount: \$6,000)

Task 1, Work Step 2 Deliverables & Efforts:

- *[Deliverable/effort 4]* Review IS policies & procedures (Estimated Billing Amount: \$1,200)
- *[Deliverable 5]* Interview current IS staff & management (Estimated Billing Amount: \$7,200)
- *[Deliverable/effort 6]* Develop understanding of desktop environment (Estimated Billing Amount: \$1,200)
- *[Deliverable/effort 7]* Develop technology inventory with assistance of City IS staff – preliminary version delivered in Work Step 4 (Estimated Billing Amount: \$7,200)

Task 1, Work Step 3 Deliverables & Efforts:

- *[Deliverable/effort 8]* Prepare findings & observations (Estimated Billing Amount: \$12,000)
- *[Deliverable/effort 9]* Develop list of technology needs (Estimated Billing Amount: \$1,200)
- *[Deliverable/effort 10]* Contact & document how other similar cities are using technology (Estimated Billing Amount: \$2,400)
- *[Deliverable/effort 11]* Prepare prioritization & preliminary assessment workshop (Estimated Billing Amount: \$7,200)
- *[Deliverable 12]* Conduct prioritization & preliminary assessment workshop. Note: During this workshop the results of reviews and interviews will be presented along with deliverables 3, 8, 9, and 10. (Estimated Billing Amount: \$2,400)
- *[Deliverable/effort 13]* Estimate City resources to achieve high priority needs (Estimated Billing Amount: \$2,400)

Task 2, Work Step 4 Deliverables & Efforts (Billing Amount: \$43,800):

- *[Deliverable/effort 14]* Define the affect high priority needs identified in Step III should have upon the City and its implementation of technology (Estimated Billing Amount: \$24,000)

EXHIBIT "B"

Payment Schedule (Hourly Payment)

- **[Deliverable/effort 15]** Develop alternatives/strategies (i.e., five or six) for achieving the City's identified needs; and develop preliminary recommendations (Estimated Billing Amount: \$10,200)
- **[Deliverable 16]** Conduct a workshop with the City's Project Team to present potential alternatives/strategies and preliminary recommendations. These recommendations should achieve the City's stated objectives for this Technology Assessment. (Estimated Billing Amount: \$4,800)
- **[Deliverable/effort 17]** Prepare summary recommendations – will be presented in Task 3 (Estimated Billing Amount: \$4,800)

Task 3, Work Step 5 Deliverables & Efforts (Billing Amount: \$35,850):

- **[Deliverable/effort 18]** Finalize recommendations and ISMP for presentation & review (Estimated Billing Amount: \$19,050)
- **[Deliverable/effort 19]** Develop presentation (Estimated Billing Amount: \$9,600)
- **[Deliverable 20]** Present ISMP and recommendations to City Team; identify & incorporate changes to ISMP (Estimated Billing Amount: \$3,600)
- **[Deliverable 21]** Present ISMP to City Administrator (Estimated Billing Amount: \$2,400)
- **[Deliverable 22]** Present ISMP to City Council (Estimated Billing Amount: \$1,200)

Flynn, Joan

From: Zamanian, Behzad
Sent: Monday, July 11, 2005 11:44 AM
To: Flynn, Joan; Jones, Dale
Subject: FW: Tatum RCA

6 vendors name and contact phone number:

Tatum Partners 714-404-8866
Gartner Group 818-710-5946
Bluecrane 310-792-6245
Zco 402-490-0738
Pacific Technologies 425-881-3991
Microlink 562-205-1888

thanks

From: Flynn, Joan
Sent: Monday, July 11, 2005 10:58 AM
To: Zamanian, Behzad
Cc: Jones, Dale
Subject: RE: Tatum RCA

Hi Behzad -- the 3.03 requirements include a contact phone number. Can you resend this to Dale and I with the address and phone number for each submitting vendor? Thanks -- Joan

-----Original Message-----

From: Zamanian, Behzad
Sent: Monday, July 11, 2005 7:47 AM
To: Jones, Dale
Cc: Flynn, Joan
Subject: Tatum RCA

Good morning Dale,

I got your message about the names of vendors who sent proposals for the master plan. Here are the names:

Tatum Partners
Gartner Group
Bluecrane
Zco
Pacific Technologies
Microlink

Please feel free to contact me if you have any questions.

7/11/2005

E-7.29

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ATTACHMENT #2

E-7.30



INSURANCE AND INDEMNIFICATION WAIVER MODIFICATION REQUEST

RECEIVED

JUN 22 2005

1. Requested by: Behzad Zamanian
2. Date: June 21, 2005
3. Name of contractor/permittee: Tatum Partners
4. Description of work to be performed: Develop a comprehensive IS master plan
5. Value and length of contract: 6 months
6. Waiver/modification request: _____
7. Reason for request and why it should be granted: Tatum's contractor will perform part of their duties from the City hall and request a liability limitation along with modification to the hold harmless
8. Identify the risks to the City in approving this waiver/modification: No risk since Tatum Partners are privately insured

City of Huntington Beach
City Attorney's Office

B. Zamanian
Department Head Signature

6/21/05
Date:

APPROVALS

Approvals must be obtained in the order listed on this form. Two approvals are required for a request to be granted. Approval from the City Administrator's Office is only required if Risk Management and the City Attorney's Office disagree.

1. Risk Management

☒ Approved ☐ Denied

Tatum Partners 6/22/05
Signature Date

2. City Attorney's Office

☒ Approved ☐ Denied

Jennifer M. Roth 6/23/05
Signature Date

3. City Administrator's Office

☒ Approved ☐ Denied

J. B. Beaudry 7/5/05
Signature Date

If approved, the completed waiver/modification request is to be submitted to the City Attorney's Office along with the contract for approval. Once the contract has been approved, this form is to be filed with the Risk Management Division of Administrative Services.

E-7.31


ATTACHMENT #3

E-7.32



PROFESSIONAL SERVICE CONTRACTS PURCHASING CERTIFICATION

1. Requested by: Behzad Zamanian
2. Date: June 21, 2005
3. Name of consultant: Tatum Partners
4. Description of work to be performed: IS Master Plan Project
5. Amount of the contract: \$148,350.00
6. Are sufficient funds available to fund this contract?¹ ☒ Yes, ☐ No
7. Company number and object code where funds are budgeted: 10042101.69365
8. Is this contract generally described on the list of professional service contracts approved by the City Council?¹ ☐ Yes, ☒ No
9. Is this contract within \$25,000 or 25% (whichever is less) of the amount stated on the list of professional service contracts approved by the City Council?¹
☐ Yes, ☒ No
10. Were (at least) informal written proposals requested of three consultants?
☒ Yes, ☐ No
Explanation:
11. Attach list of consultants from whom proposals were requested (including a contact telephone number). Booklet prepared by the Purchasing Department available upon request.
12. Attach proposed scope of work. Booklet prepared by the Purchasing Department available upon request.
13. Attach proposed payment schedule. Booklet prepared by the Purchasing Department available upon request.


RICHARD AMADRIL, Manager
Purchasing/Central Services

E-7.33

¹ If the answer to any these questions is "No," the contract will require approval from the City Council.